

OSA - 0938-66

CY 1 OF 2

16 February 1966

SUBJECT: Agreement on Acceptance

Dear Chuck,

On 9 February 1966, [] prepared the Agreement on Acceptance, a copy of which is attached. This agreement pertains to the acceptance of Prototype [] AGE, and shop equipment; MPC equipment on the prototype contract; and CPC equipment and [] data processing software under the production contracts. Production [] equipment is not part of this agreement.

[] asked for our comments and [] and I reviewed the agreement yesterday with the intent of insuring that the agreement did not affect the rights of the Government under the contracts. The comments contained herein are for your information and possible action.

[] assures us that the intent of this agreement is solely to interpret the contract and define more specific procedures in the matter of acceptance of the prototype [] AGE and shop equipment as well as the CPC equipment. The intent of agreement is positively not to change the provisions of the contract. The Evaluation and Test Plan No. 1 is due in the SPO this week. This Evaluation and Test Plan will establish the technical parameters for measuring performance in accomplishing acceptance. The fundamentals of this plan will be extracted from the specification referenced in the contracts. Before approving this plan, the SPO will assure that the contents thereof will maintain the integrity of our contracts. Although this Agreement on Acceptance and the Evaluation and Test Plan No. 1 are technical and procedural in nature, acceptance of the contract items is the most important and overriding action under the contract. In other words, we will preserve the contract itself and the Agreement on Acceptance and the Evaluation and Test Plan No. 1 are the specific procedures and means whereby we demonstrate system capability and arrive at the point of acceptance. The agreement and the test plan are definitely subordinate to the contract.

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You may be concerned about the fact that the Agreement on Acceptance makes mention of the Services Contract. In all circumstances, the SPO and the contractor fully intend that the act of acceptance must occur before any action under the Services Contract is effective. As a matter of timing, specific flights of the prototype [] for the purpose of obtaining data to be used in the acceptance actions will commence the week of 21 February 1966. It is planned that the data obtained from the scheduled flights will be processed and tested in the MPC and CPC during the week of 7 March 1966. To reiterate, the production contract [] is not a part of this agreement.

In order to insure that the contractor fully agrees with the intent of this Agreement on Acceptance, we recommend that you send a letter to [] along the lines of the draft letter attached.

Best regards,


George

Atchs
a/s

AGREEMENT ON ACCEPTANCE

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Approved For Release 2002/08/12 : CIA-RDP72B00464R000400090064-3

☐ proposes that acceptance of ☐ performance, including data processing software, be based upon evaluation of previous Cat. I tests and of a formal test demonstration at the MPC and CPC during late February and early March 1966. Criteria for acceptance and definition of the confidence demonstration shall be as specified in Evaluation and Test Plan #1. The SPO agrees to acceptance at the time of the demonstration provided

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☐ concurs with the following interpretation of the significance of the Cat. I tests and demonstration.

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1. For prototype ☐ AGE and shop equipment.

- a. Gives the SPO a basis for formal acceptance, subject to any exceptions known before or revealed during the demonstration.
- b. Allows Test Force to begin Cat II work (with understanding that unfinished Cat I work has priority) and assume primary maintenance responsibility.
- c. ☐ will work off exceptions identified before or during demonstrations under original contract.
- d. ☐ may make any changes identified subsequent to demonstrations under the services contract.
- e. ☐ will furnish maintenance support in accordance with current agreement.

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2. For MPC Equipment

- a. Same as 1a.

operating and maintaining this equipment and scheduling its use (subject to constraint of 1b above).

- c. ☐ will furnish operating and maintenance support in accordance with current agreements.

3. For CPC Equipment

- a. Same as 2a.
b. Requires AF to assume primary responsibility for operating and maintaining this equipment and scheduling its use.
c. Same as 2c.

4. For ☐ Data Processing Software

- a. Give the SPO a basis for conditional acceptance of both Flash Reporting and Total Processing software so that these programs can be used to support Cat. II ☐ testing.
b. ☐ will continue to accomplish changes necessary to produce end to end results as defined by Evaluation and Test plan #1 which are evident either before or during the demonstration, or for 60 days afterwards, under present appropriate contract (not services contract). Other changes requested after the demonstration will be done under services contract.

c. Sixty days after the demonstration as defined in the Evaluation and Test Plan #1 the SPO, [] and Test Force (including User) will decide whether software acceptance can be made final. If not, the same conditions will continue another 60 days. Should unconditional acceptance be unadvisable at the end of the 120 days, remaining clean-up work will be done under services contract.

d. At the demonstration [] will deliver 3 copies of documentation accurately defining the programs to be used in the demonstration. This initial documentation will consist of an overlay and [] tapes, related card decks and assembly listings, and the PCN's and updated flow charts broken out by program.

e. [] current configuration control and software maintenance schemes will remain in effect but be expanded to include the SPO and Test Force on the change control board (on the same basis as [] is now).

f. When software has been unconditionally accepted, or no later than 120 days after the demonstration, software changes will be made only as the result of an AF approved ECP.

February 9, 1966